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FORM OF ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE LISTCO SHARE OFFER.

本接納表格在閣下欲接納上市公司股份要約時使用。

All words and expressions defined in the composite offer and response document dated 28 November 2011 (the "Listco Composite Document") jointly issued by Resources Rich Capital Limited and Noble Jewelry Holdings Limited shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Listco Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與豐源資本有限公司及億鑽珠寶控股有限公司於二零一一年十一月二十八日聯合發出之綜合要約及回應文件(「上市公司綜合文件」)所界定者具相同涵義。上市公司綜合文件附錄一之條文，已收錄及成為本表格之一部份。

NOBLE JEWELRY HOLDINGS LIMITED

億鑽珠寶控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code: 00475)

(股份代號: 00475)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF NOBLE JEWELRY HOLDINGS LIMITED

億鑽珠寶控股有限公司

已發行股本中每股面值0.01港元普通股之接納及過戶表格

To be completed in full 每項均須填寫

Hong Kong branch share registrar and transfer office: Tricor Investor Services Limited

26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong

股份過戶登記處香港分處: 卓佳證券登記有限公司

香港灣仔皇后大道東28號金鐘匯中心26樓

You must insert the total number of Shares for which the Listco Share Offer is accepted.

閣下必須填上接納上市公司股份要約之股份總數。

FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Listco Composite Document.
下述「轉讓人」謹此按下列代價，根據本表格及上市公司綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明轉讓人持有每股面值0.01港元之股份。

Number of Shares to be transferred 將予轉讓股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or Company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$1.23 in cash for each Share 每股股份現金1.23港元	
TRANSFEEE 承讓人	Name: 名稱: Resources Rich Capital Limited 豐源資本有限公司 Correspondence: 通訊地址: Suites 4301-5, 43/F., Tower 1, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong 香港銅鑼灣勿地臣街1號時代廣場一座43樓4301-5室 Occupation: 職業: Corporation 法團	

Signed by the Transferor(s) in the presence of:

轉讓人在下列見證人見證下簽署:

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Signature(s) of Transferor(s)/Company chop, if applicable
轉讓人簽署/公司印鑑(如適用)

Date of submission of this Form of Acceptance
提交本接納表格之日期

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
均須於本欄
簽署

Do not complete 請勿填寫本欄	
Signed by or on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署: Signature of witness 見證人簽署	For and on behalf of 代表 Resources Rich Capital Limited 豐源資本有限公司
Name of witness 見證人姓名	
Address of witness 見證人地址	
Occupation of witness 見證人職業	
Date of transfer 轉讓日期	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理簽署

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form or as to the action to be taken, you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant, or other professional adviser.

If you have sold or transferred all your Share(s), you should at once hand this form and the Listco Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Listco Share Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Shareholders should obtain appropriate legal advice or, acquaint themselves about and observe any applicable legal or regulatory requirements in their own jurisdictions. It is the responsibility of each Overseas Shareholder who wishes to accept the Listco Share Offer to satisfy himself, herself or itself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. Resources Rich, Optima Capital and all persons involved in the Listco Share Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders for any taxes as they may be required to pay. Acceptance of the Listco Share Offer by you will be deemed to constitute a warranty by you that all applicable laws and requirements to receive and accept the Listco Share Offer, and any revision thereof, have been fully complied with by you and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the Listco Share Offer.

HOW TO COMPLETE THIS FORM

Independent Shareholders are advised to read this form in conjunction with the Listco Composite Document before completing this form. To accept the Listco Share Offer made by **Optima Capital on behalf of Resources Rich to acquire your Shares at a cash price of HK\$1.23 per Share**, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Listco Share Offer, by post or by hand, marked "**Noble Jewelry Share Offer**" to **Tricor Investor Services Limited (the "Registrar") at 26/F Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on 19 December 2011 (Hong Kong time) or such later time and/or date as Resources Rich may determine and announce as a result of a revision or an extension of the Listco Share Offer, if any, in accordance with the Takeovers Code.**

FORM OF ACCEPTANCE IN RESPECT OF THE LISTCO SHARE OFFER

To: Resources Rich and Optima Capital

1. My/Our execution of this form overleaf shall be binding on my/our successors and assigns, and shall constitute:

- (a) my/our acceptance of the Listco Share Offer made by Optima Capital on behalf of Resources Rich, as contained in the Listco Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form;
- (b) my/our irrevocable instruction and authority to each of Resources Rich and/or Optima Capital and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share Certificate(s) on and subject to the terms and conditions of the Listco Share Offer, as if it was/they were Share Certificate(s) delivered to them together with this form;
- (c) my/our irrevocable instruction and authority to each of Resources Rich and/or Optima Capital and/or any of their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Listco Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Listco Share Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of the Company within 10 days from the date of receipt of duly completed acceptances by the Registrar;

(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered shareholder or the first-named of joint registered shareholders.)

Name: (in block capitals)

Address: (in block capitals)

- (d) my/our irrevocable instruction and authority to each of Resources Rich and/or Optima Capital and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver the contract note as required by the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Listco Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the articles of association of the Company and to make endorsement on it under that ordinance;
- (e) my/our irrevocable instruction and authority to any director of Resources Rich, Optima Capital or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Listco Share Offer and to do any other act that may be necessary or expedient for the purposes of vesting in Resources Rich or such person or persons as it may direct the Shares, in respect of which such person has accepted the Listco Share Offer;
- (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Shares to Resources Rich or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto as at the date of the Listco Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date of the Listco Composite Document, in respect of the Shares tendered pursuant to the Listco Share Offer; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by Resources Rich or Optima Capital or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.

2. I/We understand that acceptance of the Listco Share Offer by me/us will be deemed to constitute a warranty by me/us to Resources Rich and Optima Capital that the Shares held by me/us to be acquired under the Listco Share Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Shares on or after the date of the Listco Composite Document.

3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to Resources Rich absolutely by way of acceptance of the Listco Share Offer.

4. In the event of the Listco Share Offer lapsing or in the event that my/our acceptance is not valid, in accordance with the terms of the Listco Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our Share Certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register or branch register of members of the Company.

Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by Resources Rich and/or Optima Capital and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Listco Share Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).

5. I/We warrant to Resources Rich and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Listco Share Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.

6. I/We warrant to Resources Rich and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.

7. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Listco Share Offer. I/We understand that no acknowledgement of receipt of any form of acceptance and transfer, Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.

8. I/We acknowledge that my/our Shares sold to Resources Rich by way of acceptance of the Listco Share Offer will be registered under the name of Resources Rich or its nominee.

9. I/We irrevocably undertake, represent, warrant and agree to and with Resources Rich and Optima Capital (so as to bind my/our successors and assigns) that in respect of the Shares which are accepted or deemed to have been accepted under the Listco Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of Resources Rich or as it may direct, to give:

- (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to Resources Rich;
- (b) an irrevocable authority to Resources Rich or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by Resources Rich to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of Resources Rich subject to the Takeovers Code; and
- (c) my/our agreement not to exercise any of such rights without the consent of Resources Rich and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than Resources Rich or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.

10. I/We acknowledge that, save as expressly provided in the Listco Composite Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.

本表格乃重要文件，請即處理。如閣下對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已出售或轉讓全部名下之股份，應立即將本表格及上市公司綜合文件，送交買主或承讓人，或經手出售或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理，以便轉交買主或承讓人。

向海外股東提出上市公司股份要約或會受有關司法權區之法律禁止或影響。海外股東應獲取適當之法律意見或自行了解並遵守其本身司法權區之任何適用法律或監管規定。欲接納上市公司股份要約之各海外股東有責任完全遵守所有有關司法權區之法律及規例，包括但不限於取得符合所有必要手續、監管及／或法律規定之任何政府、外匯管制或其他同意及任何登記或存檔。海外股東亦須全面負責支付任何人士於所有有關司法權區任何過戶徵費或其他稅項及徵費。豐源、創越融資及所有涉及上市公司股份要約之人士均有權獲悉數彌償及不受海外股東可能須付之任何稅項損害。閣下接納上市公司股份要約，即被視為構成閣下作出之保證，表示閣下已完全遵守所有適用法律及規定以收取及接納上市公司股份要約(包括任何有關修訂)，而有關接納根據所有適用法律為有效及具約束力。閣下決定是否接納上市公司股份要約時應諮詢專業意見。

如何填寫本表格

獨立股東務請細閱本表格及上市公司綜合文件後，方填寫本表格。如欲接納創越融資代表豐源以現金每股股份1.23港元之價格收購閣下所持股份而提出之上市公司股份要約，閣下應填妥及簽署背頁之本表格，然後將本表格連同不少於閣下有意接納上市公司股份要約之股份數目之有關股票(「股票」)及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要約之一項或多項彌償保證)(封面須註明「億鑽珠寶股份要約」)，盡快以郵遞方式或由專人交回卓佳證券登記有限公司(「過戶登記處」)，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，惟無論如何不得遲於二零一一年十二月十九日下午四時正(香港時間)或豐源根據收購守則就上市公司股份要約之修訂或延長(如有)而可能釐定及公佈之較後時間及／或日期送達過戶登記處。

上市公司股份要約之接納表格

致：豐源及創越融資

1. 本人／吾等簽立背頁之本表格，本人／吾等之承繼人及承讓人亦須受此約束，且構成：

- (a) 本人／吾等接納由創越融資代表豐源提出載於上市公司綜合文件之上市公司股份要約，以所述代價並按照及根據上市公司綜合文件及本表格所述條款及條件收購本表格所指之股份數目；
- (b) 本人／吾等不可撤回地指示並授權豐源及／或創越融資及／或任何彼等各自之代理，各自代表本人／吾等就根據隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件(如有)(及／或就此所需任何符合要約之一項或多項彌償保證)及就此交回而將發行之股份從本公司或過戶登記處領取股票，並將有關股票送交過戶登記處，且授權並指示過戶登記處按照及根據上市公司股份要約之條款及條件持有該等股票，猶如該等股票已連同本表格一併交回過戶登記處；
- (c) 本人／吾等不可撤回地指示並授權豐源及／或創越融資及／或任何彼等各自之代理就本人／吾等根據上市公司股份要約之條款有權獲得之現金代價(扣除本人／吾等於本人／吾等接納上市公司股份要約應付之賣方從價印花稅)，以「不得轉讓——只准入抬頭人賬戶」方式開出劃線支票予本人／吾等，然後於過戶登記處接獲填妥之接納表格日期起計10日內，以普通郵遞方式寄往下列人士及地址(如並無於下列欄列明姓名及／或地址，則按本公司股東名冊所示登記地址寄往本人或吾等名列首位之人士(如屬聯名登記股東))，郵誤風險由本人／吾等自行承擔；

(附註：如收取支票之人士之姓名及地址並非登記股東或名列首位之聯名登記股東所登記之姓名及地址，則請在本欄填上收取支票人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

- (d) 本人／吾等不可撤回地指示並授權豐源及／或創越融資及／或任何其他可能就此目的指定之一名或多名人士，各自代表本人／吾等以根據上市公司股份要約出售股份賣方之身份，訂立、簽立及交付香港法例第117章印花稅條例規定須訂立及簽立之合約單據，並按該條例之規定繳付印花稅及安排在本表格背書證明以及以聯交所指定可能對根據本公司章程細則有效轉讓該等股份而屬必要之形式訂立、簽立及交付任何其他文件或文據，並按該條例背書證明；
- (e) 本人／吾等不可撤回地指示並授權豐源、創越融資或任何其他可能指定之一名或多名人士，代表接納上市公司股份要約之人士填寫及簽立任何文件，及採取可能必要或權宜之任何其他行動，使已接納上市公司股份要約之人士之股份轉歸豐源或其可能指定之一名或多名人士所有；
- (f) 本人／吾等承諾於有需要或適當時簽立其他文件，並辦理其他行動及事宜，以進一步確保本人／吾等轉歸予豐源或其可能指定之一名或多名人士之股份，概無所有留置權、押記、選擇權、申索、衡平權益、不利權益、第三方權利或產權負擔連同於上市公司綜合文件日期於其所產生或附帶之所有權利或其後其所附帶之所有權利，包括(但不限於)於上市公司綜合文件日期或之後就根據上市公司股份要約所交回股份而宣派、作出或派付之所有股息及分派之權利；及
- (g) 本人／吾等同意追認豐源或創越融資或任何彼等各自之代理或任何其他可能指定之一名或多名人士就使本表格所載任何授權而可能作出或進行之各項及每項行動或事宜。

2. 本人／吾等明白本人／吾等接納上市公司股份要約，將被視為構成本人／吾等向豐源及創越融資保證，根據上市公司股份要約將收購由本人／吾等持有之股份於出售時，概無所有第三方權利、留置權、押記、衡平權益、選擇權、申索、不利權益及產權負擔連同其所附帶之所有權利，包括於上市公司綜合文件日期或之後就股份宣派、作出或派付之所有股息及分派之權利。

3. 本人／吾等謹此向閣下保證及聲明，本人／吾等為本表格所列明股份之登記持有人，而本人／吾等絕對擁有一切權利、權力及授權，以透過接納上市公司股份要約之方式出售及轉交本人／吾等所持股份之所有權及擁有權予豐源。

4. 倘上市公司股份要約失效或倘根據上市公司股份要約之條款，本人／吾等之接納為無效，則上文第1段所載之所有指示、授權及承諾將予終止，在此情況下，本人／吾等授權並要求閣下將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要約之一項或多項彌償保證)，連同已正式註銷之本表格以普通郵遞方式寄回上文第1(c)段所列人士(如上文並無列明姓名及／或地址，則按本公司股東名冊或分冊所示之登記地址寄予本人或吾等名列首位之人士(如屬聯名登記股東))，郵誤風險由本人／吾等自行承擔。

附註：倘閣下已寄發一份或多份過戶收據，期間豐源及／或創越融資及／或任何彼等各自之代理於閣下接納上市公司股份要約後，代表閣下從本公司或過戶登記處領取相關股票，則閣下將獲發有關股票而非過戶收據。

5. 本人／吾等向豐源及本公司保證，本人／吾等已就本人／吾等接納上市公司股份要約遵守本人／吾等於本公司股東名冊載列之地址所處司法權區之法律，包括取得符合所有必要手續、監管及／或法律規定之任何政府、外匯管制或其他同意及任何登記或存檔。

6. 本人／吾等向豐源及本公司保證，本人／吾等須負責就本人／吾等按本公司股東名冊載列之地址所處司法權區，支付任何應付之過戶徵費或其他稅項及徵費。

7. 本人／吾等茲附上本人／吾等所持全部／部份股份之相關股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要約之一項或多項彌償保證)，由閣下按照及根據上市公司股份要約之條款及條件保存。本人／吾等明白將不會就任何接納及過戶表格、股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需任何符合要約之一項或多項彌償保證)獲發收據。本人／吾等亦明白所有文件將以普通郵遞方式寄發，郵誤風險由本人／吾等自行承擔。

8. 本人／吾等確認透過接納上市公司股份要約而向豐源出售本人／吾等之股份，將以豐源或其代名人之名義登記。

9. 本人／吾等就根據上市公司股份要約已接納或被視為已接納之股份，且接納並未被有效撤回及並未按豐源或其指示之名義登記者，向豐源及創越融資不可撤回地承諾、聲明、保證及同意(以約束本人／吾等之承繼人及承讓人)：

- (a) 本人／吾等授權本公司及／或其代理人，將須向本人／吾等(作為本公司股東)寄發之任何通告、通函、認股權證或其他須文件或通訊(包括任何股票及／或因將有關股份轉為證書形式而發出之其他所有權文件)，寄予豐源；
- (b) 不可撤回地授權豐源或其代理人代表本人／吾等簽署任何同意書，同意縮短本公司任何股東大會通知期及／或出席及／或簽立有關股份之代表委任表格，以委任豐源提名之任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使有關股份附帶之投票權，而該等投票權將根據收購守則以豐源全權酌情釐定之方式作出投票；及
- (c) 本人／吾等協定，在未經豐源同意下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何相關股東大會委任代表或出席相關股東大會，及在上文所規限下，如本人／吾等之前已就本公司股東大會委任代表(而該代表並非豐源或其代名人或委任人士)出席相關股東大會或在會上投票，則本人／吾等謹此撤回有關委任。

10. 本人／吾等確認，除上市公司綜合文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回。

PERSONAL DATA

Personal Information Collection Statement

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of Resources Rich, Optima Capital and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Listco Share Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed.

2. Purposes

The personal data which you provide on this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this form and the Listco Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Listco Share Offer;
- distributing communications from Resources Rich and/or its subsidiaries or agents such as its financial adviser and the Registrar;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of Resources Rich or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable Resources Rich and/or Optima Capital to discharge their obligations to the Transferors and/or regulators and other purpose to which the Transferors may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but Resources Rich and/or Optima Capital and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- Resources Rich, its subsidiaries and/or agent(s), such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to Resources Rich and/or Optima Capital and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom Resources Rich, Optima Capital or the Registrar considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether Resources Rich, Optima Capital or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, Resources Rich, Optima Capital and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to Resources Rich, Optima Capital or the Registrar (as the case may be).

BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關豐源、創越融資及過戶登記處就個人資料及該條例之政策及常規。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份接納上市公司股份要約，則閣下須提供所需之個人資料。若未能提供所需資料，可能會導致閣下之接納不予受理或遭延誤。

2. 資料用途

閣下於本表格所提供之個人資料可以任何方式被使用、持有及/或保存，以作下列用途：

- 處理閣下之接納及核實是否遵守本表格及上市公司綜合文件所呈列之條款及申請程序而作出；
- 登記轉讓閣下名義之股份；
- 維持或更新相關股份持有人之登記冊；
- 進行或協助進行核對簽名，以及核對或交換任何其他資料；
- 確定閣下根據上市公司股份要約之權利；
- 送遞豐源及/或其附屬公司或代理(例如其財務顧問及過戶登記處)所發出之通訊；
- 編製統計代碼資料及股東資料；
- 遵照法例、規則或規例(不論法定或非法定)之要求作出披露；
- 披露有關資料以便進行申索或獲得所有權；
- 與豐源或過戶登記處之業務有關之任何其他用途；及

- 與上述有關之任何其他附帶或相關用途及/或令豐源及/或創越融資得以履行彼等對轉讓人及/或監管機構之責任，以及轉讓人可能不時同意或獲知會之任何其他用途。

3. 轉交個人資料

本表格所載之個人資料將會保密，但豐源及/或創越融資及/或過戶登記處可作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可作任何上述用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- 豐源、其附屬公司及/或代理(例如其財務顧問及過戶登記處)；
- 向豐源及/或創越融資及/或過戶登記處提供與其業務運作有關之行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下有業務往來或將有業務往來之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 豐源、創越融資或過戶登記處在有關情況下認為必需或適當之任何其他人士或機構。

4. 查閱及更正個人資料

該條例賦予閣下權利確定豐源、創越融資或過戶登記處是否持有閣下之個人資料，索取資料副本及更正任何不確資料。根據該條例，豐源、創越融資及過戶登記處有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或查閱有關政策及常規及所持資料類別之要求，應向豐源、創越融資或過戶登記處(視乎情況而定)提出。

閣下簽署本表格即表示同意上述各項。